

ALABAMA INSTITUTE FOR DEAF AND BLIND



Established 1858

Institutional Advancement

DOCKET FILE COPY ORIGINAL

January 9, 2003

JAN 13 2003

Jessica L. Edmiston
P.O. Box 698
205 East South Street
Talladega, AL 35160
Phone 256-761-3470
Facsimile 256-761-3352
jedmi@aidb.state.al.us

Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Washington, DC 20554
CC Docket Nos. 06-45 and 97-21

Dear Sir or Madam:

The Alabama Institute for Deaf and Blind (AIDB) respectfully requests the Federal Communications Commission to review this letter of appeals for Funding Year 2001-02, regarding a Commitment Adjustment to Form 471 Application Number 222433, Funding Request Number 555689 (Attachment A, 4 pages.).

The Commitment Adjustment Letter, dated June 4, states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During the review, the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to the original request. This error resulted in the applicant receiving an over commitment of \$34,874.98 which must be removed from the funding request."

On the 471 Application, 222433, AIDB cited the service start date as 07/01/2001, according to this particular funding period. AIDB has had a contract with the said FRN for 10 years (See Attachment B). During this particular funding period, the contract would expire on 3/29/02 as stated on the 471 Application. However, AIDB would immediately renew the contract with the service provider and service would continue for the entire 12-month period as indicated on the renewed contract (Attachment C.). AIDB is also required to have its telecommunications service with BellSouth since it is the State of Alabama contract.

The SLD Commitment Adjustment Letter states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year." Although correct, AIDB did not intend for the service to end at nine months, but to continue for the full 12 months and then for another five years (Again, reference Attachment C). The contract with BellSouth Telecommunications, FRN 555689, has always been an on-going sei-vice and has always been Tr 12 months of service.

After receiving this correspondence, AIDB called the Schools and Libraries Division (SLD) Help Line on June 13, 2002, and spoke with a Ms. Cathy Carly. Ms. Carly stated that the information in her system indicated that there was not a problem that the discrepancy between the 9-month and 12-month issue relating to this particular FRN had been remedied. I asked Ms. Carly if there was something else I needed to do, such as an Appeals or any another type of paperwork. She indicated that I did not have to write an Appeal, file a Form 500 or fill out any type of paperwork.

I then called BellSouth Telecommunications to tell them that the issue regarding being funded for only 9 months instead of 12 months was resolved. As of June 13, BellSouth had nor yet received any correspondence from tlic SLD. BellSouth further indicated that their office would need some type of documentation from the SLD stating that the issue had been resolved

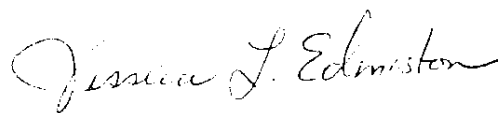
I again called Ms. Carly on June 14, indicating that BellSouth needed documentation in order to continue to credit our hills. Ms. Carly stated that BellSouth could call the SLD Accounting office to discuss. BellSouth called nie August 1 to discuss the issue, however I was out of the office until August 5. We spoke again August 9, with BellSouth relaying to me that AIDB was going to have to reimburse tlic company for over credits, totaling \$20,030.14. since the issue had not been resolved by the SLD.

On June 11, when receiving the Adjustment letter from the SLD, I had already begun to draft an Appeals to the SLD before speaking to SLD representative, Ms. Cathy Carly, on June 13. She advised me that the issue had been resolved and that an Appeal was unnecessary. In fact, she advised that no additional paperwork was necessary. This was not accurate and thus, AIDB submitted an Appeal after the 60-day period allowed by the SLD (Please see Attachment D).

Please consider this document and its enclosures to be a formal request Tr an appeal of the Commitment Adjustment Letter, dated June 4, 2002, received June 11, regarding Funding Year 2001-2002 and Form 471 Application Number 222433, FRN 555689 and an appeal of the Administrator's Decision on Appeal dated December 10, 2002 (Attachment E). AIDB requests that the Federal Communications Commission grant a decision that AIDB can receive reimbursements for the full 12-month period instead of only nine months since a Schools and Libraries Division representative advised the Institute not to file any paperwork. Once tlic Institute realized that an Appeal would indeed have to be filed, tlic 60-day window was closed.

Thank you for your consideration of this issue. I realize the amount of time that such a process takes, and I appreciate your review of this matter. I look forward to hearing from you. Please contact me via phone or email should you require clarification or additional information.

Sincerely,

A handwritten signature in cursive script that reads "Jessica L. Edmiston". The signature is written in black ink and is positioned below the word "Sincerely,".

Jessica L. Edmiston
Assistant Director,
Grants and Communications



Universal Service Administrative Company
Schools & Libraries Division

Attachment A
4 pages

COMMITMENT ADJUSTMENT LETTER

June 4, 2002

Jessica L. Edmiston
ALABAMA INST FOR DEAF
205 E S STREET
TALLADEGA, AL 35160

Re: COMMITMENT ADJUSTMENT
Funding Year: 2001-2002
Form 471 Application Number: 222433

Dear Applicant:

Our routine reviews of Schools and Libraries Program funding commitments revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, SLD must now adjust your overall funding commitments. The purpose of this letter is to make the adjustments to your funding commitments required by program rules.

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the FRNs from your application for which adjustments are necessary. The SLD is also sending this information to your service provider(s), so preparations can be made to implement this decision.

Immediately preceding the Funding Commitment Report, you will find a guide that defines each h e of the Report

Please note that if the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the funds disbursed. The amount is shown as Funds to be Recovered. If funds must be recovered, we will be sending your service provider a letter describing the process for recovering these funds in the near future, and we will send a copy of the letter to you. If the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount.

TO APPEAL THESE FUNDING COMMITMENT DECISIONS

If you to Decision(s) indicated in this letter, your appeal must be made in **Writing** and **RECEIVED BY THE SLD** at the address below **WITHIN 60 DAYS OF THE DATE AT THE TOP OF THIS LETTER**. Appeals received after that date will be rejected as untimely. In your letter of appeal:

1. Include the **name**, address, telephone number, **fax** number, and **e-mail** address (if available) for the person who can **most** readily discuss this appeal with us.
2. Identify which Commitment Adjustment Letter you **are** appealing. Your letter of appeal must include the applicant name and the Form **471** Application Number **from the top** of this Commitment Adjustment Letter.
3. Identify **the** particular Funding Request Number (FRN) that is the subject of **your** appeal. When explaining your appeal, include the precise language or text from the Commitment Adjustment Letter that is at **the** heart of your appeal. By pointing us to the exact words that give rise to your appeal, you **will** enable us to more readily understand and respond appropriately to your appeal. Please **keep** your letter to the point, and provide **documentation** to support your appeal. Be **sure** to **keep** copies of your correspondence and documentation-
4. Provide an **original** authorized signature on your letter of appeal-

Please send your appeal to: Letter of Appeal, Schools and Libraries Division, **Box 125**-Correspondence Unit, 80 South Jefferson Road, Whippany, NJ **07981**. New options for **filing** an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site <<http://www.sl.universalservice.org>> or by contacting the Client Service Bureau at 1 (888)-203-8100.

While we encourage you to resolve **your** appeal with the SLD **first**, you have the option of filing an appeal with the Federal Communications Commission (FCC) via United States Postal Services: FCC, Office of the Secretary, 445-12th Street SW, Washington, DC 20554-1. If you are submitting your appeal to the FCC by other than United States Postal Services, check the SLD web site for **more** information-Please reference CC Docket Nos. **96-45** and **97-21** on the first page of your appeal. The FCC must **RECEIVE** your appeal **WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER** for your **appeal** to be filed in a timely fashion. Further information and **new** options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site, <http://www.sl.universalservice.org> or by contacting **the Client Service Bureau** at 1-(888)-203-8100.

A GUIDE TO THE FUNDING COMMITMENT REPORT

Attached to this letter will be a report for each funding request from your application for which a commitment adjustment is required. We are providing the following definitions.

- **FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by the SLD to each request in Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.
- **SPIN (Service Provider Identification Number):** A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support programs.
- **SERVICE PROVIDER:** The legal name of the service provider.
- **CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- **SERVICES ORDERED:** The type of service ordered from the service provider, as shown on Form 471.
- **SITE IDENTIFIER:** The Entity Number listed in Form 471 for "sitespecific" FRNs.
- **BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.
- **ADJUSTED FUNDING COMMITMENT:** This represents the adjusted total amount of funding that SLD has committed to this FRN. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.
- **FUNDS DISBURSED TO DATE:** This represents the total funds which have been paid up to now to the identified service provider for this FRN.
- **FUNDS TO BE RECOVERED:** This represents the amount of Funds Disbursed to Date that exceed the Adjusted Funding Commitment amount. These funds will have to be recovered. If the Funds Disbursed to Date do not exceed the Adjusted Funding Commitment amount, this entry will be \$0.
- **FUNDING COMMITMENT ADJUSTMENT EXPLANATION:** This entry provides a description of the reason the adjustment was made.

Funding Commitment Report for Application Number: 222433

Funding Request Number: 555689 SPIN: 143004824

Service Provider: BellSouth Telecommunications, Inc.

Contract Number: MTM

Services Ordered: TELCOMM SERVICES

Site Identifier: 39132 ALABAMA INST FOR DEAF

Billing Account Number: 205-M74-55552054I

Adjusted Funding Commitment: \$104,624.95

Funds Disbursed to Date: \$97,796.45

Funds to be Recovered: \$0.00

Funding Commitment Adjustment Explanation:

The funding request is for local telephone service provided by BellSouth Telecommunications and was classified as Telecommunications Service. On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During review the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to the original request. This error resulted in the applicant receiving an over commitment of \$34,874.98 which must be removed from the funding request

- April + May on 3 accounts
- not true - is a yearly contract
- on going service w/ Bell South

Client Service Bureau
1-888-203-8100

Alabama State Dept. of Ed

154,999.92
93 - 141,049.93
139,499.
34,874.05
13,949.99

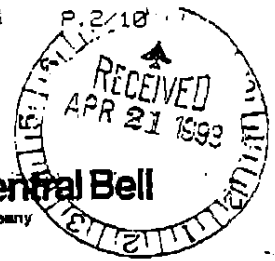
Attachment B
(9 pages)

NO. 136

P. 2/18



South Central Bell
A BELL SOUTH Company



Stephen H. Kirkemier
Sales Vice President
Sales Division

Room 206 N
3196 Highway 280 South
Birmingham, Alabama 35243
205 9724141

April 16, 1993

Mr. H. P. Greene, Jr.
Alabama Institute for
Deaf and Blind
205 E. South Street
P. O. Box 690
Talladega, AL 35160

Dear Pat,

This is written to officially thank you for the 34 month ESSX Contract that you approved last month. Your new role of running the Alabama Institute for Deaf and Blind, I am sure, is a challenging one. They are very fortunate to have you in this capacity at this time.

Pat, on the other subject that you and I talked about concerning computers for the whole Institute, I will be glad to help you in any way that I can. I suggest we form a small council of interested business leaders to help you with this project. I would be delighted to serve on this council.

If I, or my State Account Team, can be of any service to you please do not hesitate to give us a call. In your trips to Montgomery, if you have any time I am sure Randy Fulmer and our State Account Team would enjoy having you come by. We have recently relocated to new office space at 669 South Lawrence Street in Montgomery.

Pat, thank you again for your business. The Alabama Institute for Deaf and Blind is an important customer, and we are all committed to meeting your needs. Give my regards to Marilyn, and I look forward to seeing you soon.

Sincerely,

cc: Randy Fulmer
Gary Jordan

SOUTH CENTRAL BELL TELEPHONE COMPANY

LETTER OF ELECTION FOR ESSX SERVICE 600

The undersigned Subscriber requests the **South** central Bell Telephone company (hereinafter Telephone Company) to provide **ESSX** service in accordance with the **Telephone** Company's lawfully filed tariffs. Tariff provisions relating to the **ESSX** service include, but are not **Limited to**. The terms and conditions described below. The **Subscriber** understands that **the** Telephone Company can provide this service only as set forth in its tariffs and that in any conflict between the **tariffs** and **this** letter, the tariff shall prevail.

- (1) The Telephone Company will furnish, **install and** provide maintenance service for **ESSX** service 600 including:

ESSX service Common Equipment, Main Station Lines, Extension Station Lines, Group A Features, Optional Service Features and Line Terminating Arrangements.

- (2) **Tha** **Subscriber** agrees to pay the Telephone Company installation and service establishment charges and a monthly rate as detailed on Attachment A for an elected service period of 84 months. The monthly rate will continue for the elected service period and will not be subject to Company initiated rate change during such period. Additional services ordered will be subject to additional rates.

Additional **ESSX** service may be added as follows:

- a) **Equipment** can be added to an existing system at the Customer's option; however, tariff rates, charges, terms and conditions then **currently** effective for such service will be applied.

- b) At the customer's option, charges for additions may be paid for over the remainder of the existing system's payment period, and may be added onto the existing agreement, providing at least 30 days remain in the customer's payment period. Payment periods for additions and the existing system will then have a common expiration date. Charge(s) for the addition(s) will be the than current, filed rate(s) for the equipment for the same payment period as the existing system's payment period. . If the existing system's payment period is not in the current tariff, the rata charged for the addition will be that of the next shorter filed payment period in the current tariff. If less than 30 days remain in the payment period for the existing system, additions may only be placed on the one-month payment period at then current rates in effect for the one-month period.
- c) If the cotermious option for additions is not elected by the customer, additions may then be placed only on the one-month payment period at then current rates in effect for the one-month period.
- (3) The Subscriber understands that some installation and service establishment charges may be deferred over the length of the Variable Term Payment Plan or shorter period subject to terms and conditions set forth in the tariff.
The Deferred Payment period covers -0- months and will cost -0- dollars.
- (4) The Subscriber understands recurring monthly rates may be prepaid subject to the terms and conditions set forth in the tariff. The Prepayment Period covers -0- months and will cost -0- dollars.
- (5) If the service requested by the Subscriber is canceled prior to the establishment of service, but after the date of acceptance shown below, the subscriber is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request for service has been completed.

NON-CONTRACT ITEMS

Quantity	USOC	DESCRIPTION	Monthly Rate -0- Months	Installation or Establishment Charge
	CLT	Additional Listings	97.65	
12	RJ21X	Standard Voice Network Interface	-0-	
20	AH8	Surcharge For Hearing Impaired	2.00	
20	92R	End User Common Line Charge	112.60	
20	EQA	Flat Rate Nar - Combination	946.60	
		Total Non-Contract Items	\$1,158.85	

Subscriber Alabama Institute For The Deaf And Blind


By + ^{AW} JNF

Title + President

CONTRACT ITEMS

1	F5Z	Network Access Each FAC Group	-0-	
1	ESS	Common Equipment	-0-	
1	EOV	IXC Access P/SFG	4.60	
1	EOE	IXC Access P/Term SPC	-0-	
276	N U	Intercom Charge	1,614.60	
189	EXMBX	Exchange CKT, PR, 1/2 Mile	97.75	
87	EXMDX	Exchange CKT. PR, 1 Mile	639.45	
231	EAT++	CFV Per Line	-0-	
76	E6G++	CFBL Per Line. Fixed	-0-	
71	E9G++	CPDA Per Line. Fixed	-0-	
139	EAB++	CH Per Line	-0-	
164	E3P++	CPU Per Line	-0-	
38	E3N	CPD Per Group	-0-	
49	ESX++	CWT Per Line	-0-	
244	E9A++	3WC Per Line	256.20	
1	EATPS	CFV Per System	2.00	
1	E6GPS	CFBL Per System. Fixed	12.75	
1	E9GPS	CPDA Per System. Fixed	12.75	

Subscriber Alabama Institute For Deaf And Blind

By X 

Title X  PRESIDENT

CONTRACT ITEMS (CONTINUED)

			84 Months	Installation or Establishment Charge
1	EABPS	CH Per System	7.35	
1	E3PPS	CPU Per System	3.45	
1	ESXPS	CW Term/Sys	3.10	
1	E9APS	3WC Per System	-0-	
213	SAK	Auto Call Back	21.30	
		Total Contract Items	\$3,475.30	

Subscriber Alabama Institute For The Deaf And Blind

By

Title

Handwritten signature

Handwritten signature
PRESIDENT

[illegible]

Subscriber Alabama Institute For The Deaf And Blind
By ~~xxx~~ JYP Gentry

- (6) At the expiration of the service period, the **Subscriber** may continue the service according to renewal options then provided under the tariff. If the subscriber does not elect an additional service period or does not request discontinuance of service, then the above service will be continued at the monthly rate then currently in effect for month-to-month subscribers.
- (7) In the event that: any item of service is terminated prior to expiration of the applicable service period, the Subscriber is subject to charges as provided in the tariff.
- (8) Station line moves (other than, inside moves) will require disconnect of the station line at the existing location, with the application of all appropriate termination charges. Such moves would be treated as a new installation at the new location and be subject to all applicable charges.
- (9) The Subscriber is not permitted to suspend service described in this letter.
- (10) With the written permission of the Telephone Company, a subscriber may assign the plan to another subscriber at the same location subject to all provisions of the Company tariff.
- (11) South Central Bell offers **ESSX** service with an unconditional Satisfaction Guarantee to subscribers with contracted **ESSX** service. If the Subscriber is not satisfied with the **ESSX** service, the subscriber may elect to disconnect the **ESSX** service, within 90 days of initial installation, and receive a corresponding refund of all recurring and non-recurring charges as referenced in the attached Guarantee Certificate. The Guarantee Certificate should be considered a part of this Letter of Election upon its execution.
- (12) The continuation of this agreement is contingent upon continued legislative appropriation of funds. Non-availability of funds at any time shall cause this agreement to become void and unenforceable and no liquidated damages shall accrue to this agency or the State as a result. The State will not incur liability beyond the payment of any accrued agreement payment.

CUSTOMER ACCEPTANCE

ADDRESS 205 East South Street
Street Number and Name

Talladega, Alabama
City or Town, and State

SUBSCRIBER Alabama Institute For The Deaf And Blind

[Signature]

TITLE X PRESIDENT

DATE _____

SOUTH CENTRAL BELL TELEPHONE COMPANY

ACCEPTED [Signature]

BY [Signature]
TITLE Account Manager

DATE 3/29/92

NOTATION:

Date of the establishment of service of the initial system.

(May be entered when service is established)

5/24/02

Attachment C

18 pages

ORDER FOR BELL SOUTH CENTREX SERVICE

The undersigned customer ("Customer") hereby orders BellSouth Centrex service as described below ("Order") from BellSouth, pursuant to the rates, charges, terms and conditions set forth in BellSouth's General Subscriber Services Tariff A12 ("Tariff"):

Customer Name: Alabama Institute for Deaf & Blind

Address: 205 E. South Street

Tallapoosa, Alabama

BellSouth Centrex Service Period begins on the first bill date following conversion for those customers whose service is converted from ESX/Digital ESX Service or MultiServ/MultiServ Plus Service. BellSouth Centrex Service Period begins on the service installation date for those customers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.

Service Period: 12 mo. 24 mo. 36 mo. 48 mo. 60 mo. X

Customer understands that cancellation charges shall apply should customer disconnect the BellSouth Centrex service prior to the expiration of the designated Service Period, except as otherwise provided herein or in the Tariff.

Customer may migrate to a higher Payment Plan at any time during the Service Period, but may not migrate to a lower Payment Plan during the Service Period without incurring cancellation charges.

Payment Plan: 1 2 3 4 X 5

Customer understands that BellSouth will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.

Requested Installation Date: June 5, 2000

Attached is a description of the quantity of service the Customer is requesting at this time. (Attachment A-Quote Sheet) Should Customer desire to add any additional service, or move or change existing service, BellSouth agrees to do so under the terms and conditions of the Tariff and customer agrees to be bound thereby.

Customer understands that if he/she cancels this Order prior to the beginning of the service period described above, certain charges shall apply. As provided by the Tariff, Customer shall be liable for all capital expenses incurred by BellSouth in provisioning the BellSouth Centrex service, which expenses shall not exceed an amount equal to the cancellation charges provided in the Tariff.

BellSouth also offers a "Satisfaction Guarantee" with BellSouth Centrex service, as described in the Tariff. If Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to BellSouth within ninety (90) days of the effective billing date of this Order.

This Order is effective when executed by the Customer and accepted by BellSouth, and is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name: Alabama Institute for Deaf and Blind

Accepted by BellSouth:

Print Name: Kenneth W. Thompson

Print Name: Jamie H. Hodge

By: 

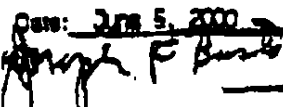
By: 

Title: Executive Vice President

Title: Regional Account Executive

Date: June 5, 2000

Date: 6/5/2000


V

~~CONFIDENTIAL~~

ORDER FOR BELL SOUTH CENTREX SERVICE

The undersigned customer ("Customer") hereby orders BellSouth Centrex service as described below ("Order") from BellSouth, pursuant to the rates, charges, terms and conditions set forth in BellSouth's General Subscriber Services Tariff A1.2 ("Tariff");

Customer Name: Alabama Institute for Deaf & Blind

Address: 205 E. South Street

Talladega, Alabama

BellSouth Centrex Service Period begins on the first bill date following conversion for those customers whose service is converted from ESSX®/Digital ESSX Service® or MultiServ™/MultiServ™ Plus Service. BellSouth Centrex Service Period begins on the service installation date for those customers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.

Service Period: 12 mo. ☐ 24 mo. ☐ 36 mo. ☐ 48 mo. ☐ 60 mo. ☒

Customer understands that cancellation charges shall apply should customer disconnect the BellSouth Centrex service prior to the expiration of the designated Service Period.

Customer may migrate to a higher Payment Plan at any time during the Service Period, but may not migrate to a lower Payment Plan during the Service Period without incurring cancellation charges.

Payment Plan: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐

Customer understands that BellSouth will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.

Requested Installation Date: June 5, 2000

Attached is a description of the quantity of service the Customer is requesting at this time. (Attachment A-QUI Expert) Should Customer desire to add any additional service, or move or change existing service, BellSouth agrees to do so under the terms and conditions of the Tariff and customer agrees to be bound thereby.

Customer understands that if he/she cancels this Order prior to the beginning of the service period described above certain charges shall apply. As provided by the Tariff, Customer shall be liable for all capital expenses incurred by BellSouth in provisioning the BellSouth Centrex service, which expenses shall not exceed an amount equal to the cancellation charges provided in the Tariff.

BellSouth also offers a "Satisfaction Guarantee" with BellSouth Centrex service, as described in the Tariff. Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to BellSouth within ninety (90) days of the effective billing date of this Order.

This Order is effective when executed by the Customer and accepted by BellSouth, and is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name: Alabama Institute for Deaf and Blind

Accepted by BellSouth:

Print Name: Kenneth W. Thompson

Print Name: Jamie H. Hodges

By: [Signature]

By: [Signature]

Title: Executive Vice President

Title: Regional Account Executive

Date: June 5, 2000

Date: [Signature]

[Signature]

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company")
provide MegaLink[®] service (ML) at the Talladega Central Office and
Subscriber's location at Ft. Lashley 256-M74-4828

Important tariff provisions relating to ML are set forth herein:

1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
2. The Subscriber agrees to pay the Company for the provision of ML ("Service."). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the order application date will be in effect until the expiration of the service period chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but not limited to, individual exchanger network access and private line channel services, that are connected to ML, may be increased during this period.

3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met, For the Subscriber whose service date is January 1, 1994 or earlier, recognition

will be given for the previous service back to January 1, 1994. For the Subscriber whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be 60 months. .
The recurring and nonrecurring charges for items under this Agreement are:

ti	Qt	Non-recurring	Recurring
Megalink Monthly service	1		\$250.00

6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Tariff shall not be subject to Termination Liability.

7. At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.

8. Suspension of service is not permitted for ML Service.

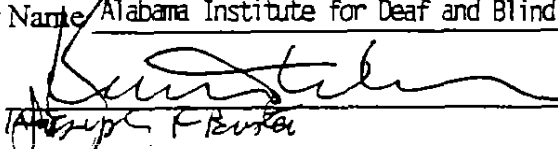
- 9 The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.

10. In the event the Service requested by the Subscriber is canceled prior to the

~~establishment~~ of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the **Company** for ~~all~~ expenses incurred in handling the ~~request~~ before the notice of cancellation **is** received. Such charge however, is not to exceed the ~~sum~~ of all charges which would **apply** if the work involved in complying with the request had ~~been~~ completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service **is** transferred will be subject to all tariff provisions and equipment **configurations** currently in effect for the present Subscriber.

This Agreement **is** effective when executed by the subscriber and accepted by the company, and **is** subject to and controlled by the provisions of the Company's lawfully filed **tariffs**, including any changes therein as may be made ~~from~~ time to time.

Customer Name Alabama Institute for Deaf and Blind
Signature  Date June 5, 2000
Printed Name Kenneth W. Thompson Title Executive Vice President

BELLSOUTH TELECOMMUNICATIONS, INC

Signature _____ Date _____
Printed Name Jamie H. Hodges Title -Regional Account Executive

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company")
provide MegaLink[®] service (ML) at the Talladega Central Office and
Subscriber's location at 800 South St. 334-M74-9912

Important tariff provisions relating to ML are set forth herein:

1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the order application date will be in effect until the expiration of the service period chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but not limited to, individual exchange network access and private line channel services, that are connected to ML, may be increased during this period.

3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For the

Subscriber whose service date is later than January 1, 1994, ~~recognition~~ for the previous service will be given back to the actual service date.

5. The service period for ~~this~~ Agreement shall be 60 months.
The recurring ~~and~~ nonrecurring charges for items under ~~this~~ Agreement are:

6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination ~~liability~~ charge ~~as~~ specified in the ~~tariff~~. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in **B2.4** of the Private Line Services ~~Tariff~~ shall not be subject to Termination Liability.

7. ~~At~~ the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect ~~an~~ additional service ~~period~~, or does not request discontinuance of service, then the above Service ~~will~~ be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.

8. Suspension of service is not permitted for ML Service.

9. The Subscriber ~~agrees~~ to pay ~~any~~ added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.

10. In the event the Service requested by the Subscriber is canceled prior to the establishment of Service, but after the date of ordering ~~reflected~~ herein, the

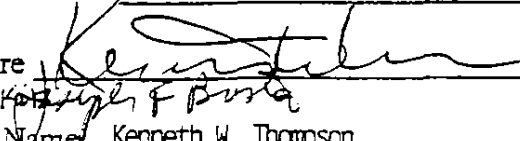
Subscriber is **required** to reimburse the Company **for all expenses** incurred in **handling** the **request** before the notice of **cancellation** is received. Such charge however, is not to exceed the **sum** of all charges which would apply if the work involved **in** complying with the request **had** been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to **all** tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective **when** executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein **as** may be made **from** time to time.

Customer Name Alabama Institute for Deaf and Blind

Signature



Date June 5, 2000

Printed Name Kenneth W. Thompson

Title Executive Vice President

BELLSOUTH TELECOMMUNICATIONS, INC

Signature _____ Date _____

Printed Name Jamie H. Hodges Title Regional Account Executive

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company) provide MegaLink[®] service (ML) at the Talladega Central Office and Subscriber's location at Birmingham Regional Center 256-M74-6469

Important tariff provisions relating to ML are set forth herein:

1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed
2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the order application date will be in effect until the expiration of the service period chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but not limited to, individual exchange network access and private line channel services, that are connected to ML, may be increased during this period.

3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1, 1994 or earlier, recognition

will be given for the previous service back to January 1, 1994. For the Subscriber whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for *this* Agreement shall be 60 months. The recurring and nonrecurring charges for items under this Agreement are:

Description	Qty.	Non-recurring	Recurring
Megalink Monthly service	1		5625.00

6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Tariff shall not be subject to Termination Liability.

7. At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.

8. Suspension of service is not permitted for ML Service.

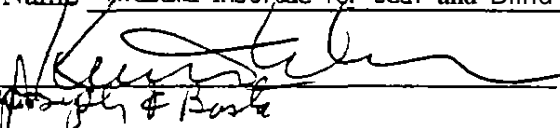
9. The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.

10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but ~~after~~ the date of **ordering** reflected herein, the Subscriber is required to reimburse the Company for **all** expenses incurred in handling the request before the notice of ~~cancellation~~ is received **Such** charge however, is ~~not~~ to exceed the ~~sum~~ of **all charges** which would apply if the ~~work~~ involved in complying with the **request** had been completed

11. Equipment may be transferred to another Subscriber at the *same* location upon written concurrence of the Company. The new Subscriber to whom the Service **is** transferred will be subject to **all** tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes *therein*as may be made ~~from~~ time to time.

Customer Name Alabama Institute for Deaf and Blind
Signature  Date June 5, 2000
Printed Name Kenneth W. Thompson Title Executive Vice President

BELLSOUTH TELECOMMUNICATIONS, INC

Signature _____ Date _____
Printed Name Jamie H. Hodges Title Regional Account Executive

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company")
provide MegaLink[®] service (ML) at the Talladega Central Office and
Subscriber's location at 205 East South St. Talladega, Alabama 256-m74-6605

Important tariff provisions relating to ML are set forth herein:

1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the order application date will be in effect until the expiration of the service service period chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but not limited to, individual exchange network access and private Line channel services, that are connected to ML, may be increased during this period.

3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1, 1994 or earlier, recognition

will be ~~given~~ for the previous service back to **January 1, 1994**. For the Subscriber whose service **date** is later than January 1, 1994, recognition for ~~the~~ **previous service** will be given back to the **actual service** date.

5. The service period for this Agreement shall be 60 months. The recurring and nonrecurring charges for items under this Agreement are:

Description	Qty.	Non-recurring	Recurring	USOC
Local Channel	2		\$250.00	1LDTV

6. In the event that my item of the Service is terminated prior to ~~the~~ expiration of the service period, the Subscriber shall pay a termination **liability** charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in **B2.4** of the **Private Line Services Tariff** shall not be subject to Termination Liability.

7. ~~At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.~~

8. Suspension of service is not permitted for **ML** Service.

9. The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the **ML** prior to ~~the time~~ it is placed in service.

10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but **after** the date of ordering **reflected** herein, the Subscriber is **required** to reimburse the **Company** for **all** expenses incurred in handling the request before the notice of cancellation is received. Such charge however, **is** not to exceed the **sum** of **all** charges which would **apply if** the work involved in complying with the request had been completed.

11. Equipment **may** be transferred to another **Subscriber** at the same location upon written concurrence of **the** Company. The new Subscriber to whom the Service **is** transferred **will** be subject to **all** *tariff* provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein **as** may be made from time to **time**.

Customer Name Alabama Institute for Deaf and Blind

Signature  Date June 5, 2000

Printed Name Kenneth W. Thomson Title Executive Vice President

BELLSOUTH TELECOMMUNICATIONS, INC

Signature _____ Date _____

Printed Name J a m i e H. Hodges Title Regional Account Executive

ORDER FOR BELL SOUTH CENTREX SERVICE

The undersigned customer ("Customer") hereby orders BellSouth Centrex service as described below ("Order") from BellSouth, pursuant to the rates, charges, terms and conditions set forth in BellSouth's General Subscriber Services Tariff A12 ("Tariff"):

Customer Name: Alabama Institute for Deaf & Blind _____

Address: 205 E. South Street _____

Talladega, Alabama _____

BellSouth Centrex Service Period begins on the first bill date following conversion for those customers whose service is converted from ESSX[®]/Digital ESSX Service[®] or MultiServSM/MultiservSM Plus Service. BellSouth Centrex Service Period begins on the service installation date for those customers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.

Service Period: 12 mo. _____ 24 mo. _____ 36 mo. _____ 48 mo. _____ 60 mo. X

Customer understands that cancellation charges shall apply should customer disconnect the BellSouth Centrex service prior to the expiration of the designated Service Period, except as otherwise provided herein or in the Tariff.

Customer may migrate to a higher Payment Plan at any time during the Service Period, but may not migrate to a lower Payment Plan during the Service Period without incurring cancellation charges.

Payment Plan: 1 _____ 2 _____ 3 _____ 4 X 5 _____

Customer understands that BellSouth will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.

Requested Installation Date: June 5, 2000

Attached is a description of the quantity of service the Customer is requesting at this time. (Attachment A-Quote Expert) Should Customer desire to add any additional service, or move or change existing service, BellSouth agrees to do so under the terms and conditions of the Tariff and customer agrees to be bound thereby.

Customer understands that if he/she cancels this Order prior to the beginning of the service period described above, certain charges shall apply. As provided by the Tariff, Customer shall be liable for all capital expenses incurred by BellSouth in provisioning the BellSouth Centrex service, which expenses shall not exceed an amount equal to the cancellation charges provided in the Tariff.

BellSouth also offers a "Satisfaction Guarantee" with BellSouth Centrex service, as described in the Tariff. If Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to BellSouth within ninety (90) days of the effective billing date of this Order.

This Order is effective when executed by the Customer and accepted by BellSouth, and is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name: Alabama Institute for Deaf and Blind

Accepted by BellSouth:

Print Name: Kenneth W. Thompson

Print Name: Jamie H. Hodges

By: [Signature]

By: _____

Title: Executive Vice President

Title: Regional Account Executive

Date: June 5, 2000

Date: _____

[Signature]